

EXHIBIT 1

United States of America

United States Patent and Trademark Office

OLSON KUNDIG

Reg. No. 5,594,903

Registered Oct. 30, 2018

**Int. Cl.: 6, 8, 11, 20, 21,
42**

Service Mark

Trademark

Principal Register

OLSON KUNDIG, INC. (WASHINGTON CORPORATION)
159 S. Jackson St. #600
Seattle, WASHINGTON 98104

CLASS 6: Metal cabinetry hardware, namely, pulls; metal door hardware, namely, latches, knobs, pulls, handles, levers, knockers, door fittings of metal, ring shaped fittings of metal, escutcheon plates, door knob rosettes; Metal hardware, namely, latches, casters, hooks, towel hooks; andirons

FIRST USE 3-14-2012; IN COMMERCE 3-14-2012

CLASS 8: Fireplace pokers; Fireplace tool sets sold as a unit; Fireplace shovels

FIRST USE 7-7-2014; IN COMMERCE 7-7-2014

CLASS 11: Lighting Fixtures, outdoor decorative torches for illumination

FIRST USE 6-30-2015; IN COMMERCE 6-30-2015

CLASS 20: Metal, non-metal and wooden residential and commercial furniture, namely, tables; shelving, cabinets non metal door hardware, namely, pulls

FIRST USE 7-23-2012; IN COMMERCE 7-23-2012

CLASS 21: Metal and non-metal household accessories and household goods, namely, containers, bathroom accessories, namely, toilet paper holders; candle holders

FIRST USE 8-15-2013; IN COMMERCE 8-15-2013

CLASS 42: Consulting in the fields of engineering, architecture, interior design and exterior design

FIRST USE 8-18-1982; IN COMMERCE 8-18-1982

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

OWNER OF U.S. REG. NO. 4799916, 4293527

SER. NO. 87-822,906, FILED 03-06-2018



Andrei Iancu

Director of the United States
Patent and Trademark Office

REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION

WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.

Requirements in the First Ten Years*

What and When to File:

- **First Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.
- **Second Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.* See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*

What and When to File:

- You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.

EXHIBIT 2



US00D792197S

(12) **United States Design Patent** (10) **Patent No.:** **US D792,197 S**
Kundig (45) **Date of Patent:** **** Jul. 18, 2017**

(54) **HALF-PIPE COAT HOOK**

(71) Applicant: **Olson Kundig, Inc.**, Seattle, WA (US)

(72) Inventor: **Thomas Kundig**, Seattle, WA (US)

(73) Assignee: **Olson Kundig, Inc.**, Seattle, WA (US)

(**) Term: **15 Years**

(21) Appl. No.: **29/564,614**

(22) Filed: **May 13, 2016**

(51) **LOC (10) Cl.** **08-05**

(52) **U.S. Cl.** **D8/371**
 USPC **D8/371**

(58) **Field of Classification Search**

USPC D8/16, 19, 349, 363, 367, 366, 371, 372,
 D8/373; D6/650, 323, 327, 567
 CPC A47G 25/0614; A47G 25/18; A47G 25/32;
 A47G 29/00; E05B 1/0015; E05C 17/50;
 E05C 19/02; E05C 3/045; E05C 3/30;
 F16M 13/022

See application file for complete search history.

(56) **References Cited**

U.S. PATENT DOCUMENTS

D108,649 S * 3/1938 Savaglio D8/366
 D168,074 S * 10/1952 Symington D8/354
 D201,638 S * 7/1965 Fenburr D8/371
 D240,351 S * 6/1976 Generalis D12/115

D268,314 S * 3/1983 Smith D8/349
 D316,956 S * 5/1991 Hoskinson D8/367
 D355,349 S * 2/1995 Taparaskas, Jr. D8/349
 D646,957 S * 10/2011 Syed D8/363
 D684,034 S * 6/2013 Vaughan D8/349
 D707,535 S * 6/2014 Burr D8/363

OTHER PUBLICATIONS

Tom Kundig Hardware Collection posted on Aug. 1, 2013 by Rachel Hennessey on Architizer found on Mar. 2, 2017 at <http://architizer.com/blog/architects-olson-and-kundig-launch-furniture-and-hardware-lines/>.*

* cited by examiner

Primary Examiner — Robert M Spear

Assistant Examiner — Eliza Bennett-Hattan

(74) *Attorney, Agent, or Firm* — Lane Powell, P.C.

(57)

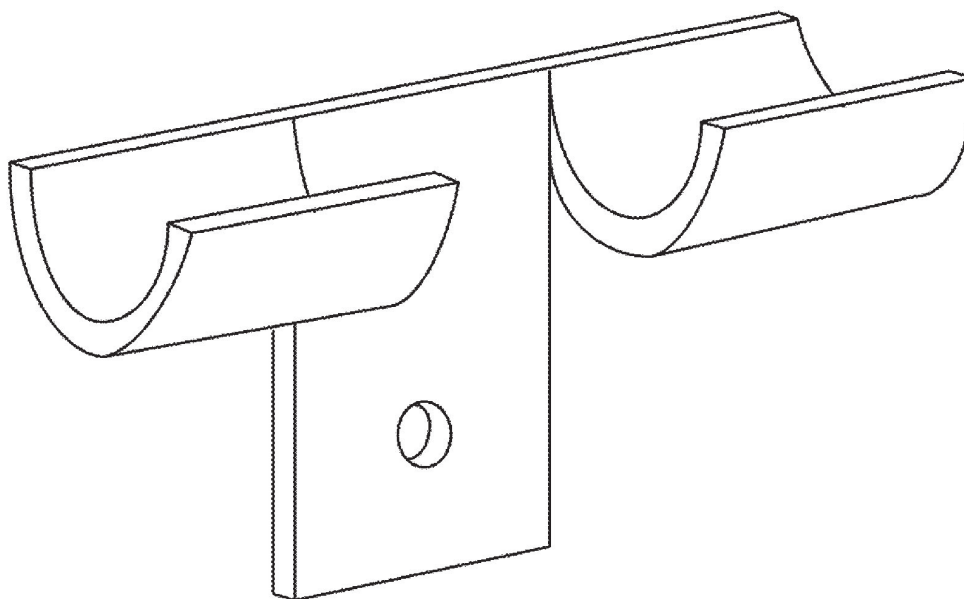
CLAIM

The ornamental design for a half-pipe coat hook, as shown and described.

DESCRIPTION

FIG. 1 is a front isometric view of the half-pipe coat hook;
 FIG. 2 is a front view thereof;
 FIG. 3 is a back view thereof;
 FIG. 4 is a top view thereof;
 FIG. 5 is a bottom front view thereof;
 FIG. 6 is a left side view thereof; and,
 FIG. 7 is a right side view thereof.

1 Claim, 2 Drawing Sheets



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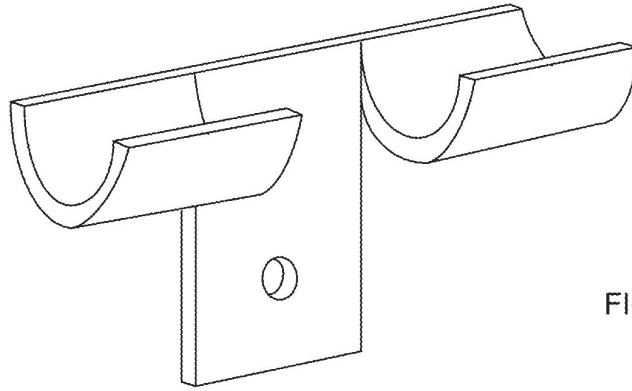


FIG. 1

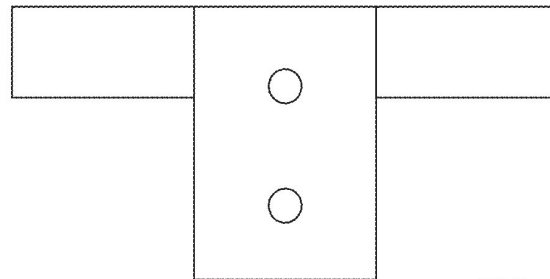


FIG. 2

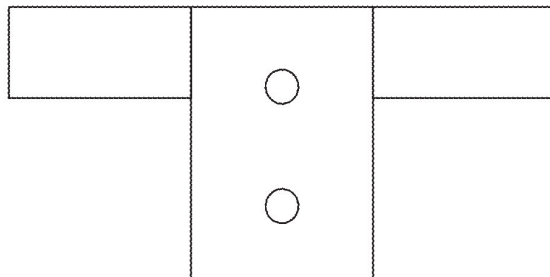


FIG. 3

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FIG. 4

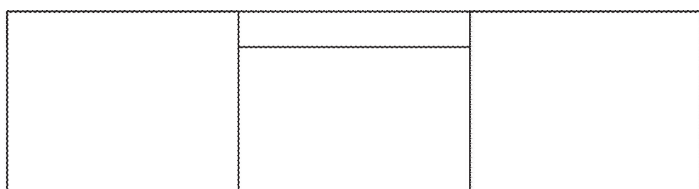


FIG. 5

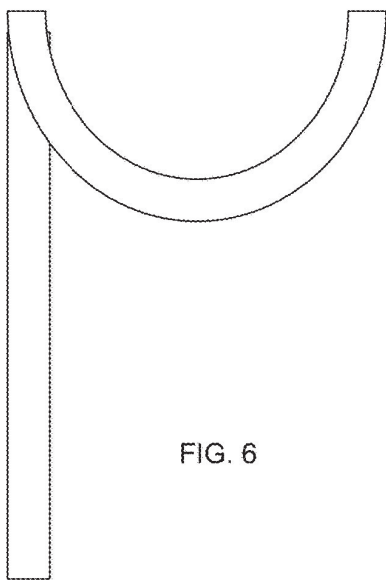


FIG. 6

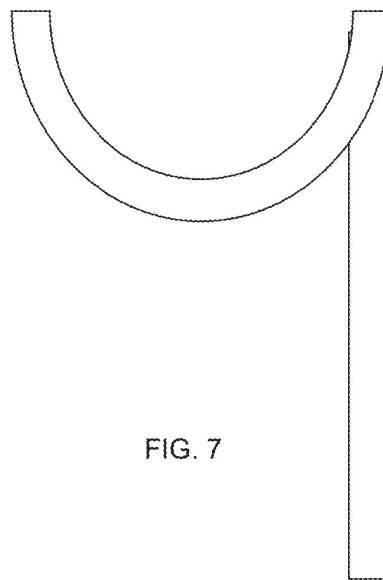


FIG. 7

EXHIBIT 3



US00D799933S

(12) **United States Design Patent** (10) **Patent No.:** **US D799,933 S**
Kundig (45) **Date of Patent:** **** Oct. 17, 2017**

(54) **NO-PEEK LATCH** 7,320,235 B2 * 1/2008 Belden, Jr. E05B 73/0023
 206/1.5
 (71) Applicant: **Olson Kundig, Inc.**, Seattle, WA (US) 7,562,547 B2 * 7/2009 Avganim E05B 73/0082
 70/14
 (72) Inventor: **Thomas Kundig**, Seattle, WA (US) D614,476 S * 4/2010 Buhse D8/330
 D620,340 S * 7/2010 Liljeqvist D8/330
 (73) Assignee: **OLSON KUNDIG, INC.**, Seattle, WA (US) D633,367 S * 3/2011 Scherr D8/331
 D633,368 S * 3/2011 Taylor D8/331
 D634,605 S * 3/2011 Guimaraes D15/28
 8,070,491 B2 * 12/2011 Mundwiler A61C 8/0087
 206/63.5
 (**) Term: **15 Years** D775,928 S * 1/2017 Euchner D8/330
 D775,942 S * 1/2017 Chapman D8/330
 (21) Appl. No.: **29/564,626**
 (22) Filed: **May 13, 2016** * cited by examiner
 (51) **LOC (10) Cl.** **08-07** *Primary Examiner* — Prabhakar G Deshmukh
 (52) **U.S. Cl.** (74) *Attorney, Agent, or Firm* — Lane Powell, PC
 USPC **D8/331**
 (58) **Field of Classification Search**
 USPC D8/330, 331, 336, 339, 343, 349, 350,
 D8/354, 382, 400, 300, 301, 302; 70/14,
 70/51, 52, 57, 57.1, 67, 69, 78, 85, 86,
 70/88, 141, 262, 263, 431, 218, 221, 203;
 292/32, 358, 359, DIG. 68, DIG. 30, 137,
 292/106, 108, 336.3
 CPC E05B 3/00; E05B 9/00; E05B 2009/004;
 E05B 47/00; E05B 55/00; E05B 15/00;
 E05C 7/00; E05C 19/08
 See application file for complete search history.

(56) **References Cited****U.S. PATENT DOCUMENTS**

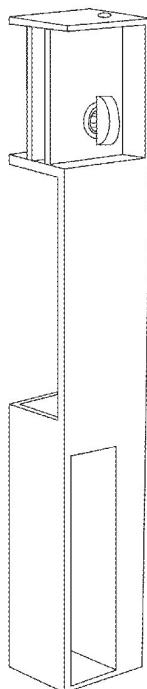
D440,142 S * 4/2001 Mlinaric D8/331
 D560,467 S * 1/2008 Pattison D8/331

(57) **CLAIM**

The ornamental design for a no-peek latch, as shown and described.

DESCRIPTION

FIG. 1 is a perspective view of a no-peek latch showing my new design;
 FIG. 2 is a top view thereof;
 FIG. 3 is a bottom view thereof;
 FIG. 4 is a front view thereof;
 FIG. 5 is a back front view thereof;
 FIG. 6 is a left side view thereof; and,
 FIG. 7 is a right side view thereof.

1 Claim, 3 Drawing Sheets

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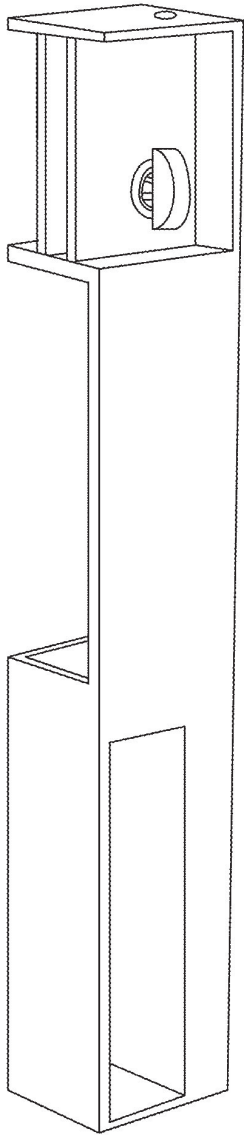


FIG. 1

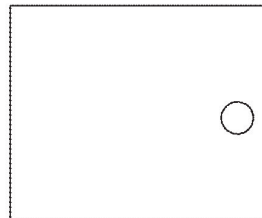


FIG. 2



FIG. 3

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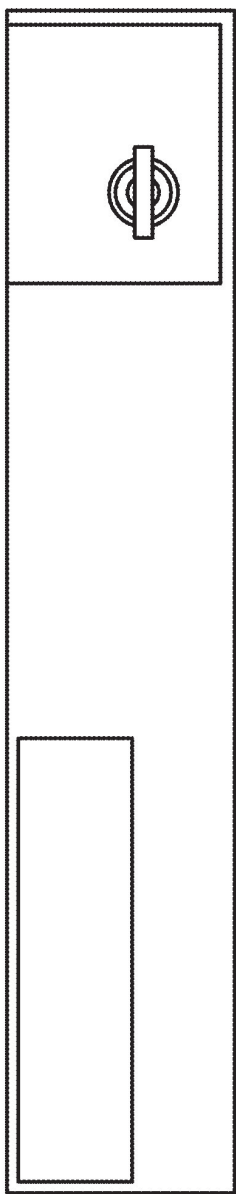


FIG. 4

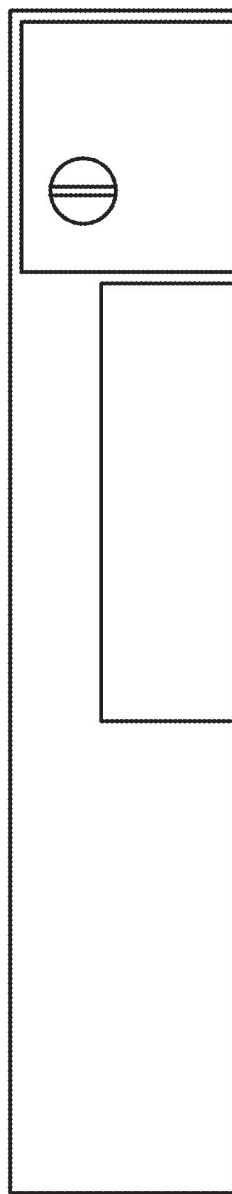


FIG. 5

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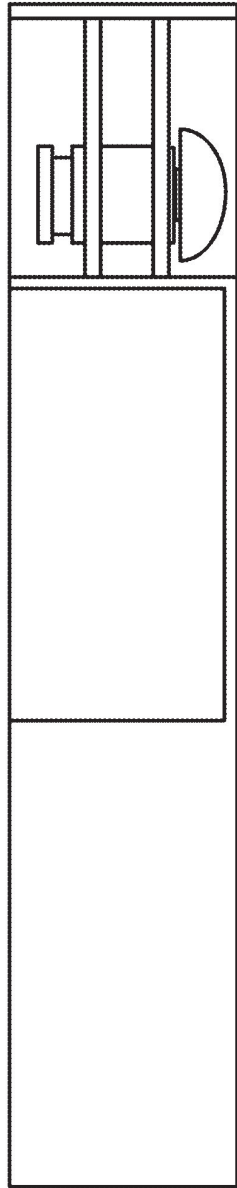


FIG. 6

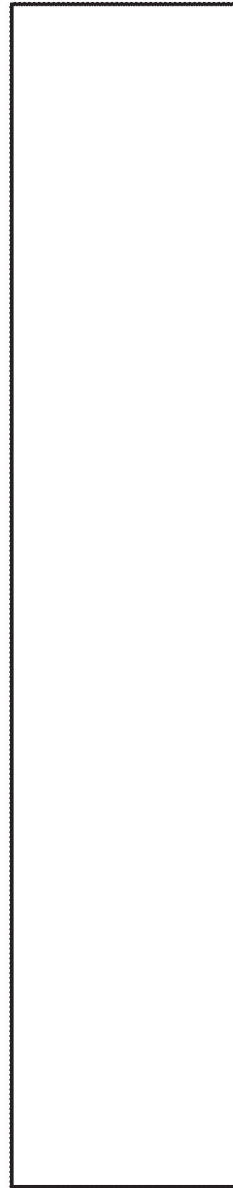


FIG. 7

EXHIBIT 4



US00D818352S

(12) **United States Design Patent** (10) **Patent No.:** **US D818,352 S**
Kundig (45) **Date of Patent:** **** May 22, 2018**

(54) **HOOK**
 (71) Applicant: **Olson Kundig, Inc.**, Seattle, WA (US)
 (72) Inventor: **Thomas Kundig**, Seattle, WA (US)
 (73) Assignee: **Olson Kundig, Inc.**, Seattle, WA (US)
 (**) Term: **15 Years**

(21) Appl. No.: **29/564,623**

(22) Filed: **May 13, 2016**

(51) **LOC (11) Cl.** **08-05**

(52) **U.S. Cl.**
 USPC **D8/367**

(58) **Field of Classification Search**
 USPC D8/367, 107, 372, 373, 21, 26, 363, 349,
 D8/371, 19; D6/323, 546, 548, 550, 567,
 D6/569, 572, 327, 650; D23/263, 262;
 88/367, 372, 350
 CPC A47G 25/0614; A47G 25/18; A47G 25/32;
 A47G 29/00; E05B 1/0015; G01M 3/022
 See application file for complete search history.

(56) **References Cited**

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D389,562	S *	1/1998	Picton	D23/263
D454,045	S *	3/2002	Rinner	D8/107
D464,812	S *	10/2002	Yen	D6/323
D547,624	S *	7/2007	Strahorn	D8/21
D605,024	S *	12/2009	Cotton	D8/302
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138/177

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D743,511	S *	11/2015	Bednarz	D23/263
D747,944	S *	1/2016	Stamm	D8/26
D758,813	S *	6/2016	Christopher	D8/21
D770,599	S *	11/2016	Daughters	D23/259
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D776,797	S *	1/2017	Bednarz	D23/263
2016/0261098	A1 *	9/2016	Grant	H02G 3/081
2017/0035009	A1 *	2/2017	Anderson	A01G 31/02

OTHER PUBLICATIONS

Notch Hook Collection by Tom Kundig dated 2017. Found online [Apr. 14, 2017] at <https://www.12thavenueiron.com/prducts/notch-hook>.*

* cited by examiner

Primary Examiner — Ian Simmons

Assistant Examiner — Yolanda Robinson

(74) *Attorney, Agent, or Firm* — Lane Powell, PC

(57) **CLAIM**

The ornamental design of a hook, as shown and described.

DESCRIPTION

FIG. 1 is a front isometric view of the hook;

FIG. 2 is a front view thereof;

FIG. 3 is a back view thereof;

FIG. 4 is a left view thereof;

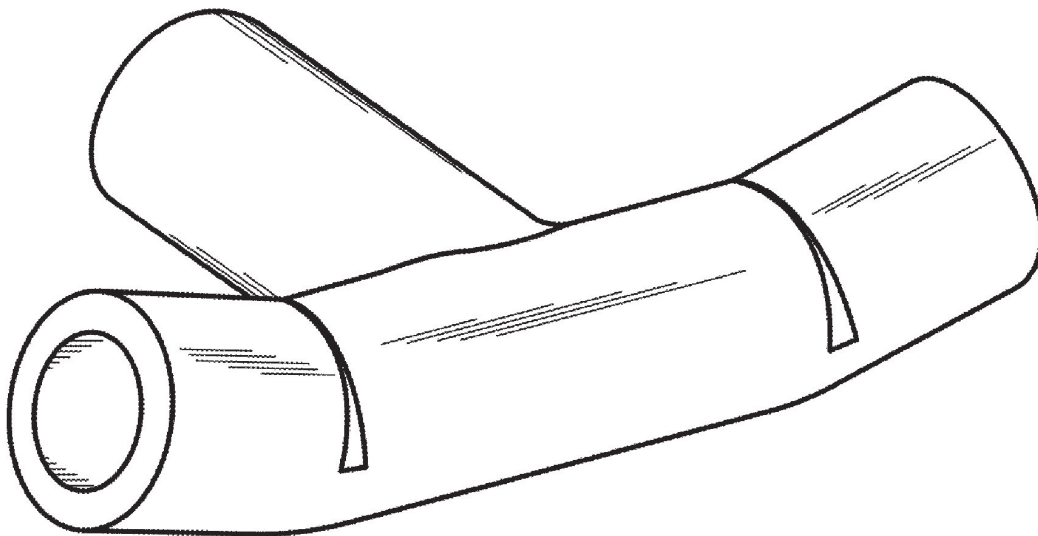
FIG. 5 is a right front view thereof;

FIG. 6 is a bottom side view thereof; and,

FIG. 7 is a top side view thereof.

The broken lines shown in FIGS. 2 and 3 represent unclaimed subject matter and form no part of the claimed design.

1 Claim, 2 Drawing Sheets



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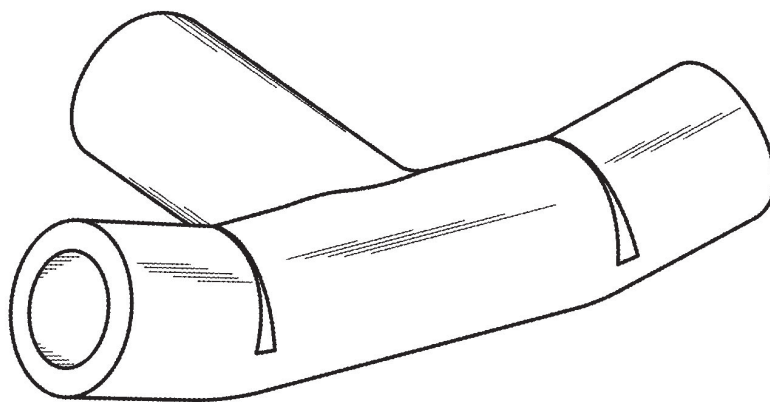


FIG. 1



FIG. 2

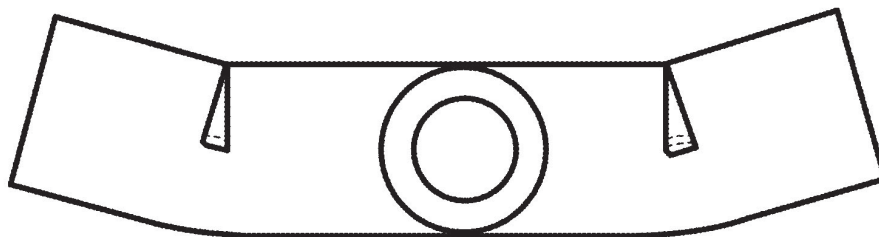


FIG. 3

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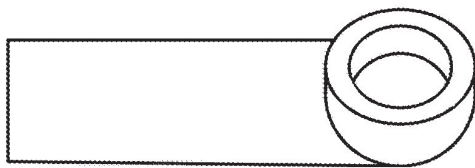


FIG. 4

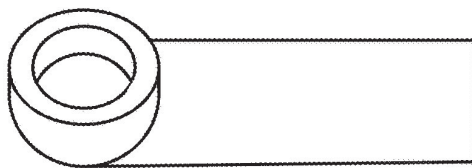


FIG. 5

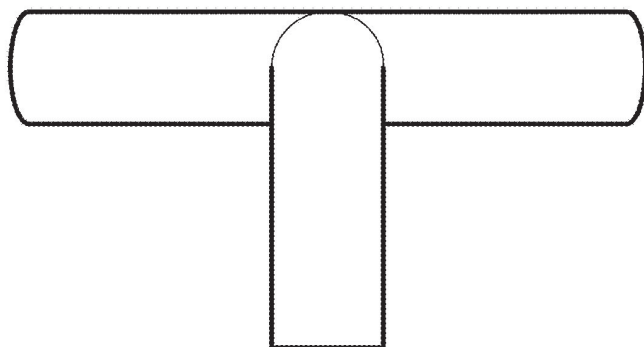


FIG. 6

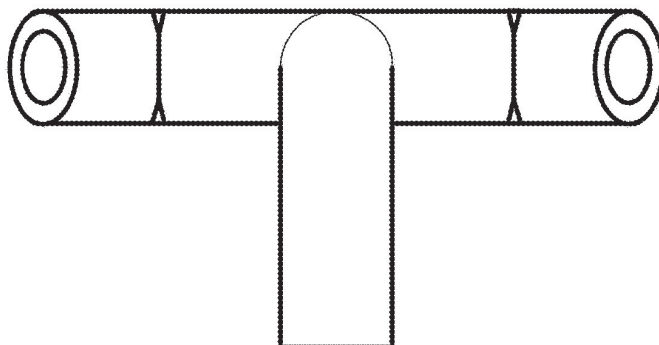


FIG. 7

EXHIBIT 5

US00D827422S

(12) **United States Design Patent**
Kundig

(10) **Patent No.:** **US D827,422 S**

(45) **Date of Patent:** ** Sep. 4, 2018

(54) **HOOK**

(71) Applicant: **Olson Kundig, Inc.**, Seattle, WA (US)

(72) Inventor: **Thomas Kundig**, Seattle, WA (US)

(73) Assignee: **OLSON KUNDIG, INC.**, Seattle, WA
(US)

(**) Term: **15 Years**

(21) Appl. No.: 29/564,619

(22) Filed: **May 13, 2016**

(51) LOC (11) Cl. 08-08

(52) U.S. Cl.

USPC **D8/382**; D6/323

(58) **Field of Classification Search**

USPC D8/349, 354, 382, 373, 367, 499;
D6/317, 323, 327, 328, 553
CPC A47G 25/0607; A47G 25/28; A47G 25/26;
A47G 25/32; A47G 25/746; A47G 25/06;
A47G 29/00

See application file for complete search history.

(56) **References Cited**

U.S. PATENT DOCUMENTS

D281,838	S	*	12/1985	Thompson	D6/323
D304,545	S	*	11/1989	Hurrelbrink	D6/323
D304,984	S	*	12/1989	French	D6/552
D316,664	S	*	5/1991	Tull	D12/317
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					403/174

D355,589	S	*	2/1995	Kuwata	D8/382
D450,566	S	*	11/2001	Gottwald	D6/323
D460,683	S	*	7/2002	Ou-Young	D6/323
D464,812	S	*	10/2002	Yen	.....	D6/323
D472,060	S	*	3/2003	Hoernig	.....	D6/323
D488,704	S	*	4/2004	Mercier	.....	D8/354
D564,868	S	*	3/2008	Terada	.....	D8/382
D609,515	S	*	2/2010	Krumpe	.....	D6/524
D626,405	S	*	11/2010	Goad	.....	D8/382
D658,045	S	*	4/2012	Tabler	.....	D8/382
9,689,519	B2	*	6/2017	Hsiang	..... F16L	41/021
D792,197	S	*	7/2017	Kundig	.....	D8/371
D794,421	S	*	8/2017	Moon	.....	D8/349
2007/0114349	A1	*	5/2007	Lawson	..... A47G	25/067
						248/304

* cited by examiner

Primary Examiner — Sandra S Snapp

Assistant Examiner — Ieisha N Price

(74) *Attorney, Agent, or Firm* — Lane Powell, PC; Kevin Jablonski

(57)

CLAIM

The ornamental design for a hook, as shown and described.

DESCRIPTION

FIG. 1 is a front isometric view of the slip hook;

FIG. 2 is a front view thereof;

FIG. 3 is a back view thereof;

FIG. 4 is a top view thereof:

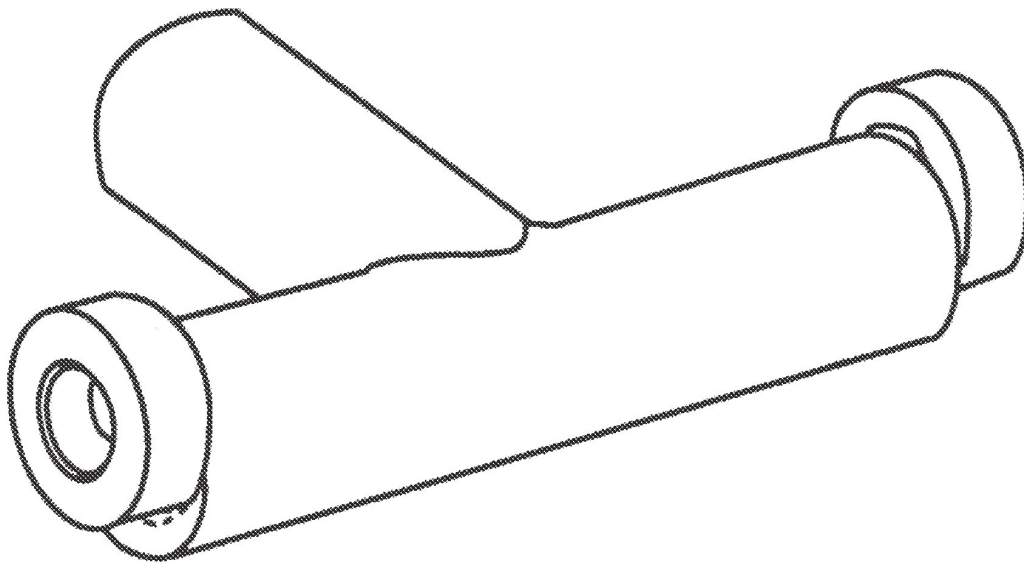
FIG. 5 is a bottom view thereof;

FIG. 6 is a left side view thereof; and,

FIG. 7 is a right side view thereof.

The broken lines in the drawings illustrate portions of the hook and form no part of the claimed design.

1 Claim, 2 Drawing Sheets



U.S. Patent

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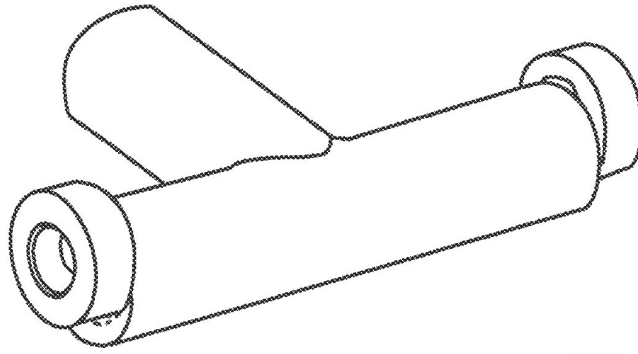


FIG. 1

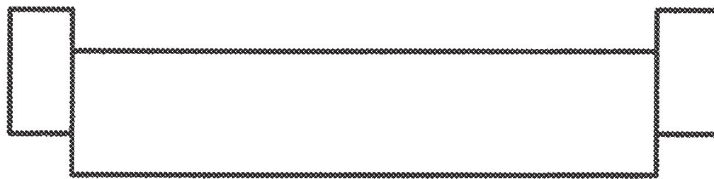


FIG. 2

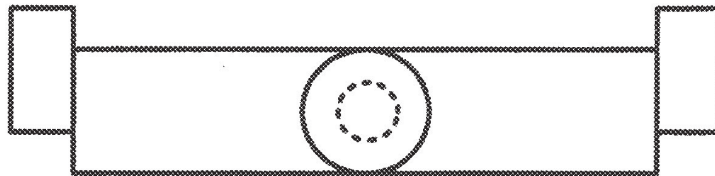


FIG. 3

U.S. Patent

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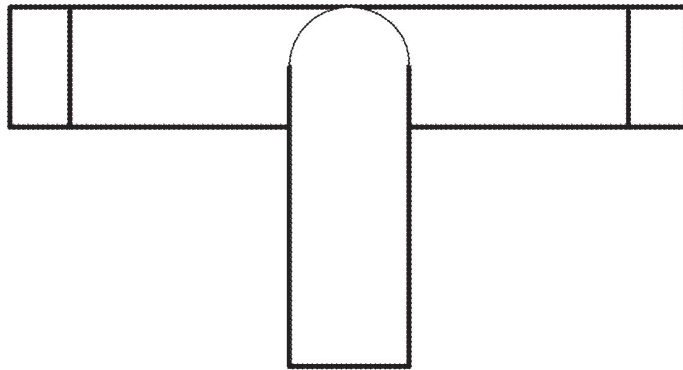


FIG. 4

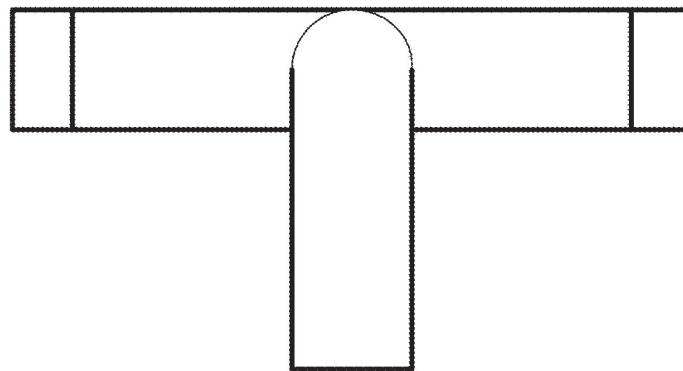


FIG. 5

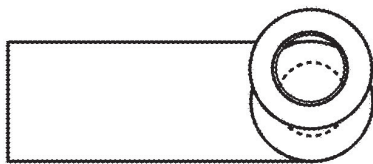


FIG. 6



FIG. 7

EXHIBIT 6

12TH AVENUE PRODUCT LINE MEETING 12.18.09

General 12th Ave comments:

- Very excited about teaming up
- Have no pre-conceived expectations of program
- Want to know how OKA would like program to work
- Don't necessarily want to work with other architects
- Interested in producing very high quality product

Questions for OKA:

- What is our model? Suyama or Hunziker
- What is our primary reason for product design? \$\$, name recognition, broadening markets,.....
- What are we designing? hardware, accessories, furniture,.....
- Who is designing it? Tom, Jim, others,
- How is the line designated? i.e. Olson Kundig for 12th Ave. Iron, Tom Kundig for ...
- Do we want exclusivity? 12th Ave to work only with OKA
- How do we make money? Sell designs, percentage of sales, both.....
- What about products designed for clients?
- Who manages? once we sell the design they manage or
- Who pays for patents?
- Quality control, OKA oversees?
- Do we want input into Website content?
- Do we want to link Websites?
- How much PR involvement for new line? Do we want to launch campaign?

Next steps:

- Research options used by others: Terry Hunziker and Sutherland, Holly McKinley and Meyer Wells, Suyama Pederson Deguchi 3x10, Deirdre Jordan, Christian Grevstad Inc.,.....
- Marketing group discuss options
- Discuss options with 12th Ave
- Finalize details
- Set up contracts

EXHIBIT 7



12TH AVENUE

IRON

tel.: (206) 325 0792 1415 12th Avenue, Seattle, WA 98122 www.12thAvenueIron.com
custom forging and fabrication

01/11/10

OKA/12th Avenue Iron Product Line

Initial 12th Ave thoughts/comments:

- We're currently developing our own 12th Ave Iron line of products, and will be rebuilding our company website over the next couple of months, so it seems like a perfect time to work on a partnership with OKA to build a line of their designs
 - o Our website will have a section dedicated to 12th Ave & OKA product lines, where customers can order online
- Also will have "bricks & mortar" retail space/showroom adjacent to our fabrication shop
- We completed a feasibility study last year to determine market demand for various products, and at what price points
 - o Can provide a copy of the final report to Debbie Kennedy
- Teaming up with OKA feels like a natural fit
 - o Already have strong working history
 - o Both companies focus on highest quality design & workmanship
 - o Advantages to physical closeness (1 ½ miles):
 - Easy communication
 - Convenient quality control for OKA
 - Low carbon footprint!
 - Quick development time for new products
 - Convenient for local OKA clients to come by 12th Ave to see & touch products, and see how they're made
 - Follows OKA credo of using local artists on their projects
- 12th Ave not necessarily interested in working with other architects
 - o Don't want to "dilute" the strength of product line(s)
- We think it will be essential to link our websites
 - o We're open to OKA input on site content for an OKA product section on our website
- It might be easiest & cleanest if 12th Ave is responsible for all sales transactions & delivery/shipping

Specific thoughts on product development

- Might want to start physically small with products
 - o 12th Ave is starting with coat hooks, shelf brackets, door hardware, drawer pulls, etc.
 - o Makes production easier to start with, and easier to develop shipping system
- Will expand into furniture, light fixtures, railing systems
 - o Need to look into logistics of getting UL Listings for lights
- We can build in combinations of metal, wood, glass, etc.
 - o 12th Ave has strong network of professional artists working in other media (glass blowers/casters, etc.)
 - o If we can't do it ourselves, we know someone who can

EXHIBIT 8

PRODUCT DEVELOPMENT, MANUFACTURING AND MARKETING AGREEMENT

This Product Development, Manufacturing and Marketing Agreement (this "**Agreement**") is entered into by and between Olson Kundig Architects, Inc., a Washington corporation ("**Architect**") and 12th Avenue Iron Inc., a Washington corporation ("**Manufacturer**"). Architect and Manufacturer are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS, Architect is engaged in the business of architectural design;

WHEREAS, Manufacturer is engaged in the business of building and installing custom architectural metalwork;

WHEREAS, the Parties desire to establish a collaborative relationship for the design and development of various products including, without limitation, doorknobs, pulls, lights and similar products (the "**Products**") pursuant to which Architect will design Products for manufacture and sale by Manufacturer to the public (the "**Customers**"); and

WHEREAS, the Parties wish to document their respective rights and obligations with respect to the Products, their collaborative efforts and any inventions developed in the course thereof.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, the parties agree as follows:

1. Product Development

1.1. **Design.** Architect shall be solely responsible for performing all design work related to the Products ("**Product Designs**") from which Manufacturer shall develop shop drawings of sufficient detail to enable the manufacture of the Products ("**Shop Drawings**"). Manufacturer shall prepare and submit the Shop Drawings to Architect for approval according to a mutually agreed schedule and make such changes thereto as Architect may request. Architect shall have sole control over the branding of the Products, and shall have sole and final authority regarding the placement and appearance of trademarks on the Products. The Parties agree that Architect is not subject to any future commitment to provide Product Designs, or any requirement to provide a certain quantity of Product Designs.

1.2. Manufacture.

(a) **Prototypes.** Manufacturer shall build, assemble and manufacture Product prototypes ("**Prototypes**") in accordance with the approved Shop Drawings for inspection and final approval by Architect. Prototypes shall be built in accordance with mutually agreed-upon quality and material requirements, or in accordance with written guidelines providing for the same. Architect's approval of a Prototype shall be required prior to the manufacturing of any Products for sale to Customers, *provided, however*, that the Parties shall mutually agree whether any Product Designs provided by Architect or Prototypes manufactured by Manufacturer will be manufactured as Products and made available to Customers, and Architect's approval of a Prototype shall not obligate Manufacturer to manufacture a Product for sale to Customers.

(b) **Products.** Subject to Architect's approval of a Prototype, Manufacturer shall build, assemble and manufacture the Product in accordance with the Product Design and with mutually agreed-upon quality and material requirements, or in accordance with written guidelines providing for the same. Architect shall have the right to conduct quality control audits or otherwise inspect and approve the manufacturing processes and facilities of Manufacturer and the processes and facilities of any third party contracted by Manufacturer to perform work to confirm that the Products are manufactured according to Product Design specifications and quality requirements.

(c) Manufacturing Matters; Third-Party Contractors. Manufacturer shall be solely responsible for all matters and costs relating the building, assembling and manufacturing of Prototypes and Products, subject to Architect's quality control rights set forth in Paragraph 1.2(b) hereof. Manufacturer shall be solely responsible for engaging and supervising any third-party contractors necessary for the building, assembling or manufacturing of the Prototypes and Products. The Parties agree that Manufacturer is under no obligation to build, assemble or manufacture Prototypes or Products for every Product Design provided by Architect, and that Manufacturer may elect not to manufacture Product Designs for any or no reason.

1.3. Sales and Marketing.

(a) Distribution. Product sales shall initially be carried out through a web site owned and/or controlled by Manufacturer (the "**Web Site**"). The Parties will collaborate on the design and appearance of the Web Site including, without limitation, the manner in which Products will be presented for sale to Customers. Manufacturer, at its sole expense, shall be responsible for obtaining and providing photographs of the Products in quality suitable for display on the Web Site, subject to Architect's final approval. If Architect rejects photographs obtained and provided by Manufacturer, Architect shall engage the services of its in-house photography resources to obtain and provide replacement photographs of the Products in quality suitable for display on the Web Site. Manufacturer shall, at its sole expense, be responsible for development and maintenance of the Web Site. If the Parties decide to pursue alternative distribution channels, the Parties shall collaborate on the identification and approval of such distribution channels, and in the development of design, appearance and presentation standards applicable to sales and marketing activities carried out in connection therewith. The Parties' rights and obligations under this Agreement shall not be conditioned on the attainment of sales milestones or volumes.

(b) Marketing. Manufacturer shall be responsible for the performance of any and all marketing activities related to the Products, provided that such performance shall be carried out in accordance with mutually agreed-upon design, appearance and presentation standards.

(c) Inventory; Order Fulfillment and Invoicing. Manufacturer shall be solely responsible for managing Product inventory and shall be under no obligation to maintain a certain quantity of Product as inventory. Manufacturer shall be solely responsible for all costs associated with inventory management and shall bear all responsibility for order fulfillment. Manufacturer shall be solely responsible for invoicing Customers for Products sold, collecting payments and remitting a portion of the gross amounts received from sales to Architect to the address designated in accordance with Paragraph 1.4 hereof, *provided, however*, that if Manufacturer is unwilling or unable to collect such payments, Manufacturer shall be deemed to have automatically assigned the right to collect payments to Architect.

(d) Performance. The Parties shall maintain open communication throughout the term of this Agreement, and shall mutually agree upon reasonable time periods for performance including, without limitation, delivery of Product Designs, Shop Drawings, and the manufacture of Prototypes and Products. In the event of a dispute regarding the timeliness of performance, the Parties will in good faith meet and confer to work toward resolution of such dispute and establish a reasonable time for performance. In the event that a dispute cannot in good faith be resolved, this Agreement may be terminated by written notice of either Party delivered in accordance with Paragraph 8.4 hereof.

1.4. Pricing and Royalty. Manufacturer shall be solely responsible for determining the price point at which the Products will be sold to Customers. For and in consideration of the license granted to Manufacturer and Architect's other obligations under this Agreement, Manufacturer shall pay Architect a royalty of seven percent (7%) of the gross amount received from the sale of Products (the "**Royalty**"). Such Royalty shall be payable quarterly and shall be calculated based on payments actually received by Manufacturer from Products sold during the relevant quarter. Manufacturer shall deliver Royalties together with a report of all sales activity and Customer information (including without limitation Customer contact information, purchase history, and purchase payments received during the relevant quarter) to Architect at the address set forth in Paragraph 8.4 hereof, or to such other address as Architect may have designated in writing.

2. Ownership

2.1. Ownership of Products. Architect shall own all intellectual property rights in and to the Products. For purposes of this Agreement, Intellectual Property Rights means, any and all proprietary rights of any kind, tangible or intangible, now known or hereafter existing, including without limitation, copyrights, neighboring rights and moral rights; trade secret; trademark; and patent and other industrial property rights, and all registrations, and applications thereof now or hereafter in force throughout the universe. Architect shall have the sole and exclusive right to enforce any and all Intellectual Property Rights in the Products including, without limitation, by filing for and maintaining trademark, patent and copyright protection for the Products as appropriate. Manufacturer hereby irrevocably transfers, assigns and conveys to Architect any and all rights Manufacturer may have in and to the Products.

2.2. Ownership of Tooling. Manufacturer shall own all rights in and to any and all tooling, dies and/or molds (the "**Tooling**") developed specially for the manufacture of the Prototypes or the Products, *provided, however,* that such Tooling shall be used only for purposes of this Agreement and shall not be provided to any other party with the exception of third parties contracted by Manufacturer for the purpose of building, assembling or manufacturing the Prototypes and Products under this Agreement. Upon the termination of this Agreement, Architect shall have the right, but not the obligation, to purchase the Tooling from Manufacturer at a price equal to Manufacturer's actual cost.

2.3. License. Architect hereby grants Manufacturer under Architect's Intellectual Property Rights, a limited, non-exclusive, worldwide, royalty-bearing, non-transferrable, non-sublicensable license to manufacture, market and sell the Products in accordance with the terms hereof during the term of this Agreement.

3. Term, Termination and Breach

3.1. Term. The term of this Agreement shall commence on the Effective Date (as defined herein) and shall continue thereafter until terminated by either Party in accordance with this Section 3.

3.2. Termination. Either Party may terminate this Agreement for any or no cause upon thirty (30) days written notice provided in accordance with Paragraph 8.4 hereof. Upon termination, Manufacturer shall take all steps to immediately cease activities related to the manufacture or marketing of Products, and shall immediately cease accepting orders for Products, *provided, however,* that Manufacturer may continue to manufacture Products for the fulfillment of orders placed prior to the effective date of termination. Manufacturer's obligation to pay Royalties shall survive any termination of this Agreement.

3.3. Breach. Notwithstanding the foregoing, either Party may terminate this Agreement (a) if the other Party breaches any of its material obligations under this Agreement and such breach is not cured within fifteen (15) days of receiving written notice of such breach; or (b) immediately, if the other Party becomes bankrupt or fails to pay its debts as they become due. In any event, if a Party has materially failed to perform or has breached its obligations under this Agreement, the other Party may suspend its performance upon written notice to the breaching Party until such time as the breaching Party cures its nonperformance or breach.

4. Insurance. Manufacturer shall, at its sole cost and expense, procure and maintain during the term of this Agreement any and all insurance coverage necessary to cover its activities under this Agreement including, without limitation, a policy of Commercial General Liability insurance with limits not less than \$1 million each occurrence; \$2 million general aggregate; \$2 million products completed operations aggregate and \$1 million personal advertising, and will name Architect as an additional insured under such policy. Manufacturer shall notify Architect in writing at least thirty (30) days prior to any cancellation, non-renewal, substitution or material alteration of Manufacturer's insurance policies applicable to its activities under this Agreement. Manufacturer shall be responsible for ensuring that any third-party contractors engaged under this Agreement procure and maintain insurance coverage in accordance with the requirements of this Section 4. The fact that insurance is obtained by Manufacturer

shall not be deemed to release or diminish the liability of Manufacturer including, without limitation, liability under the indemnity provisions of this Agreement.

5. Representations and Warranties. Each Party hereby represents and warrants to the other as follows:

(a) It is a business entity duly organized, validly existing and in good standing in the jurisdiction in which it is incorporated and it has all rights, requisite corporate power and authority to execute and deliver this Agreement.

(b) It has no agreements with any third party or commitments or obligations that materially conflict with its obligations under this Agreement. During the term of this Agreement, it will not enter into any agreement, commitment or obligation that materially conflicts with its obligations under this Agreement.

6. Indemnity. Architect assumes no liability whatsoever to Manufacturer or to any third party with respect to the Product Designs or Products or the use thereof. Manufacturer shall defend, indemnify and hold Architect, its owners, officers, employees, agents, servants, shareholders, parents, subsidiaries, predecessors, successors and assigns harmless from and against any and all suits, claims, actions, losses, injuries, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or relating to this Agreement, including any claim relating to the manufacture or use of the Products. Architect agrees to provide Manufacturer with prompt notice of any such claim and to cooperate with Manufacturer in its defense.

7. Confidentiality. The Parties acknowledge that each Party (a "Discloser") has and during the course of this Agreement may continue to disclose to the other Party (a "Recipient") certain information regarding its business, operations and products that it deems confidential and proprietary ("Confidential Information"). The Parties further acknowledge that it is important to each of them that such Confidential Information is kept strictly confidential and only used by the Recipient for the limited purposes of this Agreement. Therefore, Recipient agrees not to use the Confidential Information of the Discloser for any purpose other than in furtherance of its obligations under this Agreement and not to disclose such Confidential Information to any third party without the prior agreement of the Discloser. The obligation under this Section 7 shall survive termination or expiration of this Agreement for the longer of five (5) years or until the information is no longer protected from unauthorized use or disclosure under copyright, trade secret or other applicable laws. For purposes of this Section 7, Confidential Information means any data, information, or drawings of the Discloser related to the Product and any confidential data or information about the Discloser, including without limitation, Product specifications, drawings, designs, processes, methods, know-how, discoveries, inventions, or other information or data regarding the Product, and information regarding the Discloser's products, services, customers, customer lists, marketing, finances, and other business matters. Confidential Information does not include information that is available to the public without limitation or that the Recipient can demonstrate was lawfully in its possession prior to disclosure by the Discloser. A Party shall not be in violation of this Section 7 if it discloses Confidential Information in response to court order, subpoena, or other legal process or as required under applicable law.

8. Miscellaneous

8.1. Limitation of Liability. EXCEPT FOR INDEMNITY OBLIGATIONS HEREUNDER OR ANY CLAIMS ARISING FROM ONE PARTY'S INFRINGEMENT OF THE OTHER'S INTELLECTUAL PROPERTY RIGHTS OR FOR A VIOLATION OF SECTION 7 OR PARAGRAPH 8.4, NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR ITS AFFILIATES FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PRODUCTION TIME, PROFITS, REVENUE OR BUSINESS) RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT, OR THE TERMINATION OF THIS AGREEMENT. THIS LIMITATION APPLIES REGARDLESS OF WHETHER SUCH DAMAGES ARE SOUGHT BASED ON BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL THEORY. EXCEPT AS PROVIDED ABOVE, IN NO CASE

SHALL THE LIABILITY OF EITHER PARTY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNT PAID TO ARCHITECT UNDER PARAGRAPH 1.4. THE PARTIES AGREE THAT FOR PURPOSES OF THIS AGREEMENT, A PARTY'S DIRECT DAMAGES SHALL INCLUDE THE TOTAL EXPENDITURE (INCLUDING BOTH DIRECT AND INDIRECT EXPENSES) MADE BY SUCH PARTY IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT.

8.2. Relationship of the Parties. It is expressly understood and agreed that the relationship between Architect and Manufacturer is that of independent contractors. This Agreement does not create any agency, partnership, or joint venture relation between Architect and Manufacturer or establish an employer and employee relationship between them. Neither Party shall make any representations that it has any right to act for or bind the other or hold itself out as the agent for the other any purpose or incur any obligation on behalf of the other.

8.3. Employee Matters. Manufacturer assumes full and sole responsibility for paying all compensation and expenses of Manufacturer's employees and independent contractors and for all state and federal income tax, unemployment insurance, Social Security, and other applicable withholding with respect to Manufacturer's employees. Manufacturer shall provide workers' compensation insurance for Manufacturer's employees and agents and shall hold harmless, indemnify and defend Architect for any claims arising out of any injury, disability, or death of any of Manufacturer's employees, independent contractors or agents.

8.4. Compliance with Laws. Each Party shall comply with all laws and regulations applicable to its duties under the Agreement.

8.5. Governing Law. The validity, construction and performance of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington without regard to its provisions on the conflicts of laws. Any disputes arising out of or related to this Agreement, shall be subject to the exclusive jurisdiction of, and venue in, the state and federal courts located in King County, Washington.

8.6. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed to be given (a) when personally delivered; (b) five (5) days after mailing when mailed by registered or certified mail, postage prepaid; (c) on the day of sending when sent by facsimile (with recorded transmission completion); or (d) two (2) days after sending when sent by reputable express courier, delivery charges prepaid, and addressed as follows:

To: Olson Kundig Architects, Inc.
Attn: Kirsten Murray
159 S. Jackson Street, Suite 600
Seattle, WA 98104
Tele: 206-624-5670
Fax: 206-624-3730

To: 12th Avenue Iron, Inc.
Attn: Steve Marks
1415 12th Avenue
Seattle, WA 98122
Tele: 206-325-0792

Any changes of address of a Party shall be promptly communicated in writing to the other Party.

8.7. Assignment. This Agreement may not be assigned by any Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld. No assignment shall relieve any Party of responsibility for the performance of any accrued obligation which such Party then

has hereunder. Any attempted assignment in violation of this Paragraph 8.5 shall be void and without effect.

8.8. Severability. The provisions of this Agreement shall be deemed severable. If any provision in this Agreement shall be found or be held to be invalid or unenforceable, then the meaning of that provision shall be construed, to the extent feasible, to render the provision enforceable, and if no feasible interpretation would save such provision, it shall be severed from the remainder of this Agreement, which shall remain in full force and effect unless the provisions that are invalid or unenforceable substantially impair the value of the entire Agreement to either Party. In such event, the Parties shall use their respective reasonable efforts to negotiate a substitute, valid and enforceable provision which most nearly affects the Parties' intent in entering into this Agreement.

8.9. Waiver. No waiver of any term, provision or condition of this Agreement whether by conduct or otherwise in any one or more instances shall be deemed to be or construed as a further or continuing waiver of such term, provision or condition or of any other term, provision or condition of this Agreement.

8.10. Binding Effect. This Agreement shall bind the Parties, their successors, trustee in bankruptcy, and permitted assigns.

8.11. Force Majeure. No Party shall be considered in default or be liable to the other Party for any delay in performance or non-performance caused by circumstances beyond the reasonable control of such Party, including but not limited to acts of God, explosion, fire, flood, war, whether or not declared, accident, labor strike or labor disturbances, inability to procure supplies from third party vendors, sabotage, order or decrees of any court, or action of government authority.

8.12. Non-Exclusive. This Agreement is non-exclusive, and the Parties are free to pursue other business opportunities.

8.13. Counterparts. This agreement may be executed in counterparts, in which event all executed copies taken together or a copy with all of the signature pages attached thereto, shall constitute one and the same instrument, shall become effective when one or more counterparts have been signed by each Party and delivered to the other Party, and the "Effective Date" shall be the date upon which the last of the two signatures below is made.

[signature page follows]

IN WITNESS WHEREOF, the Parties, through their respective duly authorized officers, have executed this Agreement as of the latest date set forth below:

OLSON KUNDIG ARCHITECTS, INC.

12th AVENUE IRON INC.

By _____
Name _____
Title _____
Date _____

By _____
Name _____
Title _____
Date _____

EXHIBIT 9

SEARCH



CART (0)

ABOUT US +

CUSTOM PROJECTS +

TOM KUNDIG COLLECTION -

12TH AVENUE IRON™ APPAREL

REGISTER / LOG IN

About

TK Bath

TK Cabinet Hardware

TK Door Hardware

TK Furnishings

Slip Bar

Center Roll

Door Pulls + Levers

Black Tables

Slip Hook

Corner Roll

Door tKnocker

Black Desk

Slip Dbl Hook

Droop Ear

Entry Sets

Jack Box

Slip TP Bar

Droop Earless

Privacy Sets

Roll Table

Ear

Passage Sets

Disc Bench

Earless

Tray

Fold

Roo

Peel

Roll

Esty

TK Hooks

TK Lighting

TK Fire

TK Wheels

TK Finish Sample Collection

Half Pipe Hook

Perf

Shovel

Roll

Half Pipe Dbl Hook

Perf Pulley

Poker

Disc

Hook

Pipe

S+P

Notch Hook

Pipe Pulley

Kipp Andirons

Rod Dbl hook

Slip Hook

Slip Dbl Hook

Tube Dbl Hook

STORE MESSAGE
EDIT IN THEME SETTINGS

Olson Kundig®

SEE MORE: DOOR HARDWARE

PREVIOUS / NEXT



Tom Kundig Collection

B. WOOD

\$1,595.00

Quantity

1

Finish

Blackened Steel



Application

Residential



Back-to-Back

No



Door*

1-3/4" thick Door



ADD TO CART

Designed by: Tom Kundig

Welded steel tube door pull, with solid walnut grip, 2"OD x 24"h. Steel shown in standard blackened & waxed finish.

Pictured here with standard (Residential) mounting. Also available with a Commercial

mounting system, which includes a full-height welded mounting plate, thru-bolted to a push plate on the opposite side of the door.



Optional powder coat finishes: satin black, gloss red, or gloss white.

Also available in stainless steel with a satin bead blasted finish, or in bronze with an oil-rubbed finish.

*Please provide door thickness when ordering.

See spec sheet for information regarding product finishes and maintenance.

[Download Spec Sheet](#)

*Shipping + Returns

Product Disclaimer

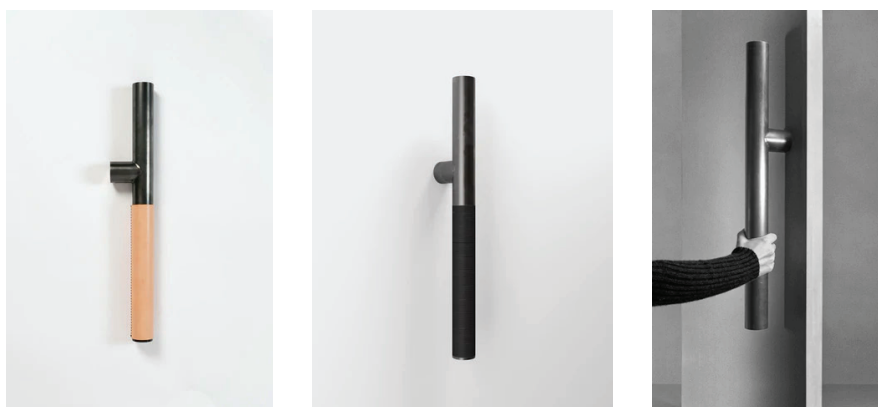
All of our products are made to order. Standard fabrication time of most items is 6-8 weeks after the order is placed, and does not include shipping time. Estimated standard lead times are not guaranteed, and do not apply to custom or high volume orders. For lead times on special orders or for large quantities, we will contact you directly. If you paid for expedited fabrication, your order will be ready to ship in 2-3 weeks, guaranteed. If your expedited items have not shipped after 3 weeks, the 25% rush charge will be refunded. Please note that some products and finishes are not available for expedited fabrication and require longer lead times.

We offer refunds on *most* unused merchandise minus a 25% restocking fee,

excluding any shipping and handling costs. Accurate locks and Baton cyclinders are non-returnable. Items must be returned within 15 days of delivery in new condition and original packaging. Any damages that occurred during shipping must be reported within 5 days of delivery for a proper replacement or credit to be given. Large volume orders, and some bronze items, may not be eligible for return. We are not able to offer refunds on custom orders.

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About

TK Bath

TK Cabinet Hardware

TK Door Hardware

TK Furnishings

Slip Bar

Center Roll

Door Pulls + Levers

Black Tables

Slip Hook

Corner Roll

Door tKnocker

Black Desk

Slip Dbl Hook

Droop Ear

Entry Sets

Jack Box

Slip TP Bar

Droop Earless

Privacy Sets

Roll Table

Ear

Passage Sets

Disc Bench

Earless

Tray

Fold

Roo

Peel

Roll

Esty

TK Hooks

TK Lighting

TK Fire

TK Wheels

TK Finish Sample Collection

Half Pipe Hook

Perf

Shovel

Roll

Half Pipe Dbl Hook

Perf Pulley

Poker

Disc

Hook

Pipe

S+P

Notch Hook

Pipe Pulley

Kipp Andirons

Rod Dbl hook

Slip Hook

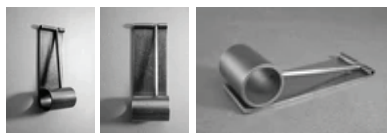
Slip Dbl Hook

Tube Dbl Hook

STORE MESSAGE
EDIT IN THEME SETTINGS

Olson Kundig®

SEE MORE: DOOR HARDWARE



Tom Kundig Collection

TKNOCKER

\$502.00

Quantity

1

Finish

Blackened Steel ▼

Lead Time

Standard (8-10 weeks) ▼

ADD TO CART

Designed by: Tom Kundig

Entry door knocker, fabricated with 2-3/8"OD steel tube and hot forged steel backer plate, 9"h x 3-1/4"w, blackened with a wax finish.

Optional powder coat finishes = satin black, gloss red, or gloss white:



Also available in stainless steel with a satin bead-blasted finish, or in bronze with an oil-

rubbed finish. *Please note: the bronze tKnocker is made with 2-1/2"OD tube instead of 2-3/8"OD.*

See spec sheet for information regarding product finishes and maintenance.

[Download Spec Sheet](#)

(photos by Michael Burns)

*Shipping + Returns

Product Disclaimer

All of our products are made to order. Standard fabrication time of most items is 6-8 weeks after the order is placed, and does not include shipping time. Estimated standard lead times are not guaranteed, and do not apply to custom or high volume orders. For lead times on special orders or for large quantities, we will contact you directly. If you paid for expedited fabrication, your order will be ready to ship in 2-3 weeks, guaranteed. If your expedited items have not shipped after 3 weeks, the 25% rush charge will be refunded. Please note that some products and finishes are not available for expedited fabrication and require longer lead times.

We offer refunds on *most* unused merchandise minus a 25% restocking fee, excluding any shipping and handling costs. Accurate locks and Baton cyclinders are non-returnable. Items must be returned within 15 days of delivery in new condition and original packaging. Any damages that occurred during shipping must be reported within 5 days of delivery for a proper replacement or credit to be given. Large volume orders, and some

bronze items, may not be eligible for return.
We are not able to offer refunds on custom orders.

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SEARCH



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CUSTOM PROJECTS +

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About

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Passage Sets

Disc Bench

Earless

Tray

Fold

Roo

Peel

Roll

Esty

TK Hooks

TK Lighting

TK Fire

TK Wheels

TK Finish Sample Collection

Half Pipe Hook

Perf

Shovel

Roll

Half Pipe Dbl Hook

Perf Pulley

Poker

Disc

Hook

Pipe

S+P

Notch Hook

Pipe Pulley

Kipp Andirons

Rod Dbl hook

Slip Hook

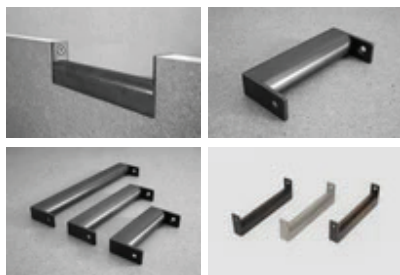
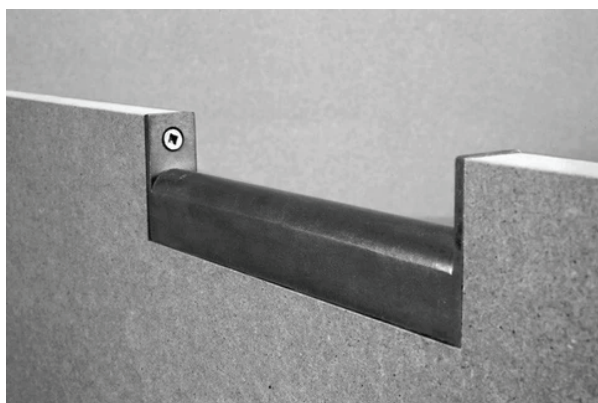
Slip Dbl Hook

Tube Dbl Hook

STORE MESSAGE
EDIT IN THEME SETTINGS

Olson Kundig®

SEE MORE: CABINET HARDWARE



Tom Kundig Collection

CENTER ROLL CABINET PULL

\$95.00

Quantity

1

Size

4" ▼

Finish

Blackened Steel ▼

Lead Time

Standard (8-10 weeks) ▼

ADD TO CART

Designed by: Tom Kundig

Milled solid steel bar with a bullnose profile, blackened with a wax finish. Sizes include: 4", 6" and 9".

Also available in stainless steel with a satin bead-blasted finish, or in solid bronze with an oil-rubbed finish.

For powder coat finishes, choose from satin black, gloss red, or gloss white:



See spec sheet for information regarding product finishes and maintenance.

[Download Spec Sheet](#)

(photos by Michael Burns)

*Shipping + Returns

Product Disclaimer

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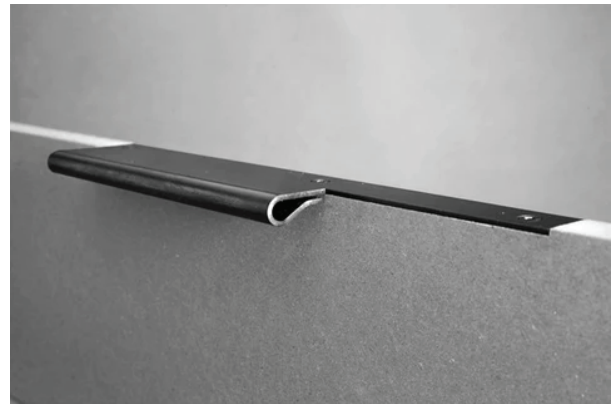
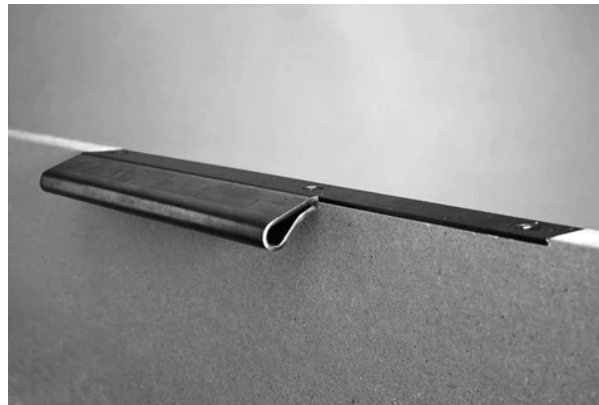
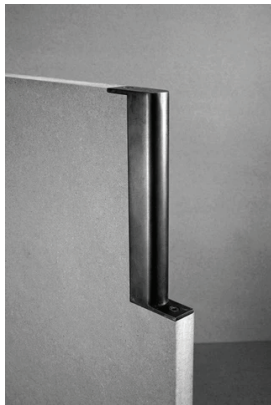
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EXHIBIT 10



1111 Third Avenue
Suite 3000
Seattle, WA 98101

Main: 206.447.4400
Fax: 206.447.9700
foster.com

Direct Phone: 206.447.6282
Fax: 206.749.1940
ben.hodges@foster.com

April 28, 2022

12th Avenue Iron, Inc.
Attn: Steve Marks
1215 12th Avenue
Seattle, WA 98122
steve@12thavenueiron.com

Re: Tom Kundig (TK) Collection Product Manufacturing

Mr. Marks:

We represent Olson Kundig and write to you on their behalf. We understand that 12th Avenue Iron is, and has been, marketing, selling, and manufacturing products under the Tom Kundig, or TK, Collection brand. While Olson Kundig appreciates the history and past relationship between the two companies, it has come to our attention that 12th Avenue is not adequately fulfilling orders and ceased paying royalties for the use of the Tom Kundig name for some time now. As you know, Olson Kundig attempted to work through these issues with you, but at this time it is unfortunately apparent that these issues cannot be resolved and any business relationship between 12th Avenue and Olson Kundig needs to end.

As an initial matter, there is no executed contract allowing 12th Avenue to continue its use of the Tom Kundig name and brand. Therefore, 12th Avenue has no rights to continue its involvement with the Tom Kundig (TK) Collection.

If 12th Avenue believes that the discussed, but not signed, agreement between Olson Kundig and 12th Avenue is in force and gives 12th Avenue any rights, then this letter acts as formal notice of breach and termination pursuant to that agreement. 12th Avenue's failure to pay the ongoing royalty is a breach of Section 1.4 of that agreement. Further, 12th Avenue's failure to timely fulfill orders is a breach of Sections 1.2(b) and (c). Therefore, this letter acts as notice under Section 3.3 that 12th Avenue is in material breach if the agreement is binding. Even if 12th Avenue believes it is not in breach, this letter also acts as notice of termination pursuant to Section 3.2. Under Section 3.2, Olson Kundig can terminate the agreement without cause.

12th Avenue's actions have caused, and continue to cause, Olson Kundig damage in multiple ways. First, 12th Avenue has not paid the royalty due to Olson Kundig for some time. Second, 12th Avenue's failure to timely and correctly fulfill orders for the Tom Kundig line has caused, and is causing, damage

April 28, 2022

Page 2

to Olson Kundig's reputation and the intellectual property associated with the Tom Kundig name. Dissatisfied customers are blaming Olson Kundig for 12th Avenue's failures and delays because 12th Avenue is using the Tom Kundig name associated with Olson Kundig.

You must (1) immediately remove the Tom Kundig (TK) Collection line, and all mention of Tom Kundig or association with Olson Kundig, from your website and all future marketing materials (2) return customer's payments for any unfulfilled orders, (3) give Olson Kundig all documentation related to all unfulfilled orders of TK Collection products, so that customers or Olson Kundig can make alternate arrangements to have those orders fulfilled (4) refer any inquiries for TK Collection products to Olson Kundig, and (5) return all shop drawings, other designs/drawings, and any other documents provided by or created by OK.

If you comply with these requests and in recognition of the past relationship between the companies, Olson Kundig will be willing to amicably resolve these issues by not pursuing damages to Olson Kundig caused by 12th Avenue's failure to timely fulfill orders. If you do not agree to these requests, Olson Kundig reserves its rights to pursue damages in addition to terminating its relationship between 12th Avenue and Olson Kundig.

We hope this matter can be resolved amicably, so please respond to us demonstrating compliance with these requests by Friday, April 29.

Sincerely,

FOSTER GARVEY PC

A handwritten signature in blue ink, appearing to read "Ben Hodges", with a checkmark at the end.

Ben Hodges
Principal

EXHIBIT 11

SEARCH



CART (0)

ABOUT US +

CUSTOM PROJECTS +

TOM KUNDIG COLLECTION -

12TH AVENUE IRON™ APPAREL

REGISTER / LOG IN

About

TK Bath

TK Cabinet Hardware

TK Door Hardware

TK Furnishings

Slip Bar

Center Roll

Door Pulls + Levers

Black Tables

Slip Hook

Corner Roll

Door tKnocker

Black Desk

Slip Dbl Hook

Droop Ear

Entry Sets

Jack Box

Slip TP Bar

Droop Earless

Privacy Sets

Roll Table

Ear

Passage Sets

Disc Bench

Earless

Tray

Fold

Roo

Peel

Roll

Esty

TK Hooks

TK Lighting

TK Fire

TK Wheels

TK Finish Sample Collection

Half Pipe Hook

Perf

Shovel

Roll

Half Pipe Dbl Hook

Perf Pulley

Poker

Disc

Hook

Pipe

S+P

Notch Hook

Pipe Pulley

Kipp Andirons

Rod Dbl hook

Slip Hook

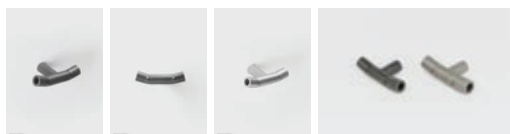
Slip Dbl Hook

Tube Dbl Hook

STORE MESSAGE
EDIT IN THEME SETTINGS

Olson Kundig®

SEE MORE: WALL HOOKS



Tom Kundig Collection

NOTCH HOOK

\$163.00

Quantity

1

Finish

Blackened Steel ▼

Lead Time*

Standard (6-8 weeks) ▼

ADD TO CART

Designed by: Tom Kundig

Steel tube double wall hook, notched and bent at both ends. Blackened with a wax finish.

Also available in satin bead-blasted stainless steel.

[Download Spec Sheet](#)

(photos by Kevin Scott)

*Shipping + Returns

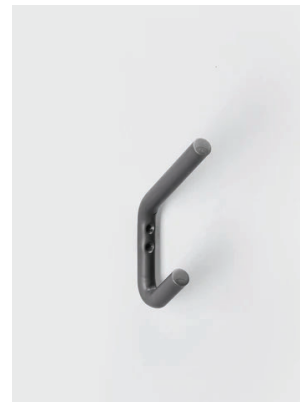
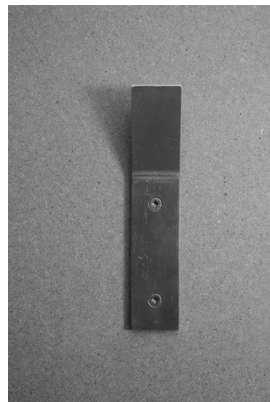
Product Disclaimer

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EXHIBIT 12

SEARCH



CART (0)

ABOUT US +

CUSTOM PROJECTS +

TOM KUNDIG COLLECTION -

12TH AVENUE IRON™ APPAREL

REGISTER / LOG IN

About

TK Bath

TK Cabinet Hardware

TK Door Hardware

TK Furnishings

Slip Bar

Center Roll

Door Pulls + Levers

Black Tables

Slip Hook

Corner Roll

Door tKnocker

Black Desk

Slip Dbl Hook

Droop Ear

Entry Sets

Jack Box

Slip TP Bar

Droop Earless

Privacy Sets

Roll Table

Ear

Passage Sets

Disc Bench

Earless

Tray

Fold

Roo

Peel

Roll

Esty

TK Hooks

TK Lighting

TK Fire

TK Wheels

TK Finish Sample Collection

Half Pipe Hook

Perf

Shovel

Roll

Half Pipe Dbl Hook

Perf Pulley

Poker

Disc

Hook

Pipe

S+P

Notch Hook

Pipe Pulley

Kipp Andirons

Rod Dbl hook

Slip Hook

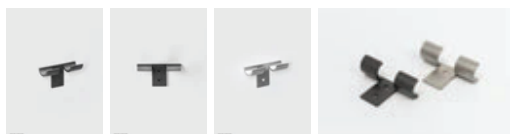
Slip Dbl Hook

Tube Dbl Hook

STORE MESSAGE
EDIT IN THEME SETTINGS

Olson Kundig®

SEE MORE: WALL HOOKS



Tom Kundig Collection

HALF PIPE DBL HOOK

\$160.00

Quantity

1

Finish

Blackened Steel ▼

Lead Time*

Standard (6-8 weeks) ▼

ADD TO CART

Designed by: Tom Kundig

Two-sided sliced steel pipe hook. Blackened with a wax finish.

Also available in bead-blasted stainless steel.

[Download Spec Sheet](#)

(photos by Kevin Scott)

*Shipping + Returns

Product Disclaimer

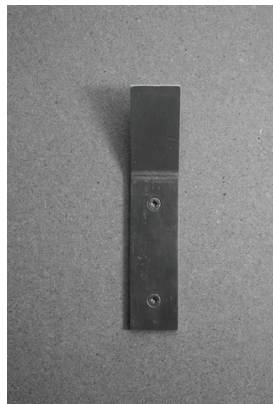
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EXHIBIT 13

SEARCH



CART (0)

ABOUT US +

CUSTOM PROJECTS +

TOM KUNDIG COLLECTION -

12TH AVENUE IRON™ APPAREL

REGISTER / LOG IN

About

TK Bath

TK Cabinet Hardware

TK Door Hardware

TK Furnishings

Slip Bar

Center Roll

Door Pulls + Levers

Black Tables

Slip Hook

Corner Roll

Door tKnocker

Black Desk

Slip Dbl Hook

Droop Ear

Entry Sets

Jack Box

Slip TP Bar

Droop Earless

Privacy Sets

Roll Table

Ear

Passage Sets

Disc Bench

Earless

Tray

Fold

Roo

Peel

Roll

Esty

TK Hooks

TK Lighting

TK Fire

TK Wheels

TK Finish Sample Collection

Half Pipe Hook

Perf

Shovel

Roll

Half Pipe Dbl Hook

Perf Pulley

Poker

Disc

Hook

Pipe

S+P

Notch Hook

Pipe Pulley

Kipp Andirons

Rod Dbl hook

Slip Hook

Slip Dbl Hook

Tube Dbl Hook

STORE MESSAGE
EDIT IN THEME SETTINGS

Olson Kundig®

SEE MORE: DOOR HARDWARE

PREVIOUS / NEXT



Tom Kundig Collection

NO PEEK PRIVACY SLIDING DOOR PULL

\$1,183.00

Quantity

1

Size

1-3/4" width ▼

Finish

Blackened Steel ▼

Orientation

Left ▼

ADD TO CART

Designed by: Tom Kundig

Folded and welded 1/8" hot-rolled steel sliding door pull, 2"w x 13"h, with integrated privacy latch. Blackened with a wax finish.

Also available in stainless steel with a satin bead-blasted finish, or in solid bronze with an



oil-rubbed finish.

Please specify door thickness when ordering.

See spec sheet for information regarding product finishes and maintenance.

[Download Spec Sheet](#)

(photos by Ryan Patterson)

*Shipping + Returns

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CART (0)

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CUSTOM PROJECTS +

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About

TK Bath

TK Cabinet Hardware

TK Door Hardware

TK Furnishings

Slip Bar

Center Roll

Door Pulls + Levers

Black Tables

Slip Hook

Corner Roll

Door tKnocker

Black Desk

Slip Dbl Hook

Droop Ear

Entry Sets

Jack Box

Slip TP Bar

Droop Earless

Privacy Sets

Roll Table

Ear

Passage Sets

Disc Bench

Earless

Tray

Fold

Roo

Peel

Roll

Esty

TK Hooks

TK Lighting

TK Fire

TK Wheels

TK Finish Sample Collection

Half Pipe Hook

Perf

Shovel

Roll

Half Pipe Dbl Hook

Perf Pulley

Poker

Disc

Hook

Pipe

S+P

Notch Hook

Pipe Pulley

Kipp Andirons

Rod Dbl hook

Slip Hook

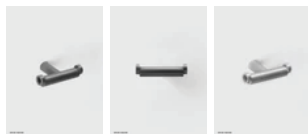
Slip Dbl Hook

Tube Dbl Hook

STORE MESSAGE
EDIT IN THEME SETTINGS

Olson Kundig®

SEE MORE: WALL HOOKS



Tom Kundig Collection

SLIP DBL HOOK

\$215.00

Quantity

1

Finish

Blackened Steel



Lead Time

Standard (8-10 weeks)



ADD TO CART

Designed by: Tom Kundig

Steel tube with offset rings pinned at both ends. Blackened with a wax finish.

Also available in satin bead-blasted stainless steel.

[Download Spec Sheet](#)

(photos by Kevin Scott)

[*Shipping + Returns](#)[Product Disclaimer](#)

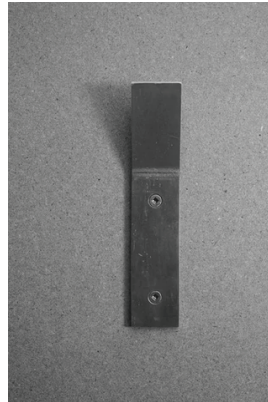
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STORE MESSAGE

EDIT IN THEME SETTINGS

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2012 BEST OF YEAR AWARD INTERIOR DESIGN MAGAZINE



12th Avenue Iron is pleased to announce the launch of our first line of guest-authored design products, the Tom Kundig Collection from Olson Kundig Architects. This collection features hand-crafted steel accessories that offer a low-tech, straightforward approach to hardware.

The Tom Kundig Collection was recognized with a 2012 Best of Year award from *Interior Design Magazine*.

[View the Tom Kundig Collection](#)

September 14, 2013 by David Balzer

Newer Post

SEARCH

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